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**Montgomery County, Maryland**

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# **AGREEMENT**

**Between Montgomery County Volunteer Fire Rescue Association, and  
Montgomery County Government/ Montgomery County, Maryland**



**For the Years July 1, 2014 Through June 30, 2017**

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## **Article 1**

### **RECOGNITION**

**Section One:** The Montgomery County Government (County) recognizes the Montgomery County Volunteer Fire and Rescue Association (MCFVRA or Association) as the duly authorized representative of the Local Fire and Rescue Departments (LFRD) in the direct negotiation process set forth in Chapter 21-6 of the Montgomery County Code.

**Section Two:** For the purposes of this Agreement, a volunteer means any person who is a member of a LFRD and has completed a probationary period of at least one calendar year.

## **Article 2**

### **NON-DISCRIMINATION**

**Section One:** Neither the County nor the Association shall discriminate against any individual because of his or her volunteer status in any LFRD. Further, all terms and conditions contained in this agreement shall be applied to all volunteers without discrimination on the basis of race, color, sex, marital status, religion, political affiliation, country of origin, sexual orientation, disability or genetic information.

**Section Two:** Active volunteers as defined in section 21-21(a) of the Montgomery County Code shall be eligible to apply for "employees only" County position vacancies.

**Section Three.** The County supports the delivery of fire, rescue and emergency services through the Montgomery County Fire and Rescue Service, including the local fire and rescue departments, operating under County policies and regulations implemented by the Fire Chief. This partnership ensures that service is delivered within a County-wide context and preserves community-based perspectives of the local fire and rescue departments. County officials, employees, volunteers, and local fire and rescue departments should actively encourage a combined service delivery system provided by local and County resources and promote equal opportunities and fair treatment for all personnel. The County recognizes and respects the contributions of volunteers over many decades that have protected life and property in the County and provided vital and generous private support for an essential public activity. The County acknowledges the years of volunteer effort, risk, and sacrifice; the time and money devoted to purchasing equipment, apparatus, and facilities; and the value to our community of opportunities for public service and fellowship. The County vigorously supports the continuation and expansion of volunteer participation to provide fire, rescue, and emergency medical services in the most cost effective way and to encourage citizen participation in community services. The County and MCFVRA recognize the importance of and promote an atmosphere of integrity and mutual respect among all personnel.

## **Article 3**

### **MANAGEMENT RIGHTS**

**Section A.** Issues subject to negotiating under this Agreement, as specified in Chapter 21-6(f) of the Montgomery County Code are:

- (1) methods and mechanisms for volunteer firefighters and rescuers participation in MCFRS policy decisions;
- (2) representation of volunteer firefighters and rescuers on MCFRS committees and task forces;
- (3) volunteer firefighter and rescuer recruitment, selection, and recognition;
- (4) procedures used to evaluate and discipline volunteer firefighters and rescuers;
- (5) protection of volunteer firefighters and rescuers from harassment and discrimination;
- (6) LOSAP and other benefits for volunteers, and the administration of any volunteer benefit;
- (7) the equitable allocation of appropriated funds and equipment among paid and volunteer personnel; and
- (8) any other issue that pertains only to volunteer firefighters and rescuers.

**Section B.** Issues not subject to negotiating under this section are:

- (1) budgets and expenditures;

- (2) MCFRS emergency and routine operations; and
- (3) any other issue not specified as subject to negotiating.

The issues specified in section B are reserved as management rights.

#### **Article 4**

##### **VOLUNTEER PARTICIPATION**

The County recognizes that the contributions of all volunteers are a valuable asset. The County must not prohibit or discourage any employee from providing volunteer services for a local fire and rescue department, except where prohibited or restricted by the provisions of section 21-17 of the Montgomery County Code, or by regulations adopted under section 21-17(b) of the Montgomery County Code.

#### **Article 5**

##### **ORGANIZATIONAL SECURITY**

**Section One.** The County agrees to provide 75 copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement for each LFRD and the MCVFRA Office. An electronic copy shall also be maintained on the MCFRS and OHR website. The cover page of the Agreement shall be designed by mutual agreement between the parties.

**Section Two.** The County and the MCVFRA will determine the size and location of an “orange style” MCVFRA decal which will be displayed on each side of County owned apparatus used in providing fire, rescue and emergency medical services that are staffed by bargaining unit members. The decals will be provided by the Association.

#### **Article 6**

##### **RECORDKEEPING**

For the purpose of maintaining timely and accurate records for volunteers, each LFRD must complete and submit a Personnel Action Form (PAFV), approved by the County and the Association, at the time an individual becomes an active volunteer and when an active volunteer leaves the LFRD, whether voluntary or involuntary. This PAFV shall be submitted by the LFRDs to the County in paper form until such time as the County establishes a system for electronic submission.

#### **Article 7**

##### **DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS**

**Section One. Intent.** This Article sets forth procedures used to discipline volunteers. Nothing in this Article shall in any way affect the authority of the Fire Chief under Chapter 21 of the Montgomery County Code.

**Section Two. Purpose.** Per Section 21-3(g) of the Montgomery County Code, the Fire Chief may take disciplinary action against any LFRD volunteer in the Service for violating any County law, regulation, policy, or procedure, or any lawful order of the Chief or the Chief’s designee. Disciplinary action under this subsection may include restriction or prohibition of a volunteer from participation in fire and rescue activities. The Chief must not take any action involving a volunteer of a local department, except when the Chief finds that immediate action is required to protect the safety of the public or any employee or volunteer, unless the Chief finds that the local department has not satisfactorily resolved the problem in a timely and effective manner. Any finding by the Chief under the preceding sentence is not subject to appeal. Each volunteer must give the Chief any information, not otherwise legally privileged, that the Chief reasonably needs to administer Chapter 21.

**Section Three. Procedure for Notifying the Fire Chief of Alleged Misconduct.**

- (a) To enable the Fire Chief to review an LFRD’s resolution of a disciplinary matter under Section 21-3(g) of the County Code, and to assist the Fire Chief in determining if the matter has been satisfactorily resolved, the procedure in Section 3(a)(1) through Section 3(a)(3) must be followed.

1. Each LFRD President or designee shall immediately notify the Fire Chief or designee of any alleged serious violation. A serious violation involves a threat to the public or personnel safety, or undermines the public trust and confidence in the fire and rescue service. A serious violation includes an egregious: negligent act or omission; theft of property; felony; assault; battery; or other violation of law, County policy, MCFRS policy or any lawful order of the Fire Chief. Notwithstanding Section 3(a) (2) below, the Fire Chief may proceed with disciplinary action directly against the individual(s) in question consistent with section 21-3(g) of the County Code.
2. Each LFRD President or designee must take action on, and compile a written record of each disciplinary action taken against a volunteer. LFRDs must satisfactorily resolve any allegation of a serious violation by one of its volunteers within 60 days of receiving notification of its occurrence, unless the Fire Chief extends the time period for just cause. When an LFRD has taken a disciplinary action involving a serious violation as defined in Section 3(a)(1) above, the LFRD President must notify the Fire Chief or designee in writing within 48 hours of taking such action. The LFRD President or designee must forward a copy of such disciplinary action of a serious violation to the Fire Chief within seven (7) County business days of the issuance of such an action. In cases where the Fire Chief has taken disciplinary action, the LFRD need not compile a written record of the disciplinary action. The Fire Chief must forward a copy of such disciplinary action to the LFRD President or designee within seven (7) County business days of the issuance of such an action.
3. Each LFRD must provide the Fire Chief or designee with any information that is reasonably required to evaluate the propriety or timeliness of an LFRD's disciplinary action.

#### **Section Four. Fire Chief's Discipline.**

- a. The Fire Chief must apply discipline progressively. Progressive discipline does not require the Fire Chief to apply discipline in a particular order or to always begin with the least severe penalty. In some cases involving a serious violation as defined in Section 3 (a) (1), the Fire Chief may bypass progressive discipline and impose another more severe disciplinary action up to and including dismissal.
- b. Discipline must not be applied in an arbitrary or capricious manner **and must be for cause.**
- c. The parties understand that there is a requirement of confidentiality involved in the disciplinary process. Neither party shall disseminate information pertaining to disciplinary actions except on a need to know basis.
- d. Once the Fire Chief has determined there is cause to discipline a volunteer, the Fire Chief agrees to give due consideration to the relevance of any mitigating and/or aggravating factors, in deciding the nature and level of disciplinary action appropriate, including, but not limited to:
  1. the nature and seriousness of the offense, and its relation to the volunteer's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
  2. the volunteer's job level and type of employment, including his or her supervisory or fiduciary role, the frequency and level of his or her contact with the public, and the prominence of his or her position;
  3. the volunteer's past MCFRS disciplinary record;
  4. the volunteer's past work record, including his or her length of service to the Department and LFRDs, his or her performance, his or her demonstrated ability to get along with fellow MCFRS members, and his or her dependability;
  5. the effect of the offense upon the volunteer's ability to perform at a satisfactory level;
  6. the consistency of the penalty with those imposed upon other MCFRS members with similar personnel history for the same or similar offense(s);
  7. the notoriety of the offense or its impact upon the reputation of MCFRS;
  8. the clarity with which the volunteer was actually on notice of any rules, regulations, directives, policies, orders, instructions or the like that were violated in committing the offense, or had been warned about the conduct in question;
  9. the potential for rehabilitation;

10. mitigating circumstances surrounding the offense, such as unusual job tensions, personality conflicts, mental impairment, harassment, bad faith, or malice or provocation on the part of others involved in the matter; and,
11. the potential adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the volunteer or others.

#### Section Five. Disciplinary Process.

The parties recognize the importance of completing an IAD investigation in as timely a manner as possible. However, when a volunteer has been the subject of an IAD investigation, and a determination is made not to propose a disciplinary action, the designated proposing official will issue a letter indicating that the volunteer has been cleared or that the investigation has been closed without action. Such letter shall be issued to the volunteer subject to the investigation or proposed disciplinary action as soon as practicable, normally within thirty (30) calendar days of when the case involving the volunteer is closed. The letter will not be placed in the volunteer's MCFRS Operating Record, unless the volunteer indicates in writing that he or she prefers that the letter be contained in his or her MCFRS Operating Record.

##### a. Statement of Charges.

1. Before taking a disciplinary action, the Fire Chief shall provide the individual a written Statement of Charges that discloses:
  - A. the proposed disciplinary action;
  - B. the specific reasons for the proposed disciplinary action, including the dates, times, and places of events and names of others involved, if known, as appropriate;
  - C. that the individual may respond orally, in writing, or both;
  - D. to whom to direct any response;
  - E. the deadline for submitting a response (at least 15 County business days); and
  - F. **that the volunteer may be represented when responding to the statement of charges; and,**
  - G. **that the volunteer has a right to request a Pre-Discipline Settlement Conference.**

A copy of the statement of charges shall be forwarded to the LFRD President or designee. The Fire Chief **or designee** will employ reasonable means to ensure **in-hand delivery of** the statement of charges **to the volunteer**.

2. The Fire Chief must allow the individual at least 15 County business days after receiving the Statement of Charges to respond. The volunteer has the right to request an extension of time on behalf of the volunteer to respond to the Statement of Charges. Such requests shall not be unreasonably denied.
3. If the individual responds to the Statement of Charges, the Fire Chief must consider the response, and decide whether to:
  - A. proceed with the proposed disciplinary action;
  - B. not take any disciplinary action;
  - C. take a different disciplinary action; or
  - D. remand to the LFRD.
4. If additional information is obtained and developed during this process before a Notice of Disciplinary Action is issued, the Fire Chief may issue a new Statement of Charges if the Fire Chief determines that a more severe disciplinary action other than that stated in the original Statement of Charges is appropriate.
5. In the event the Fire Chief proposes a disciplinary action and after a statement of charges is issued per the procedures listed above, but before the notice of disciplinary action is issued, the parties may voluntarily agree to a Pre-Disciplinary Settlement Conference. The Fire Chief or his/her designee and his/her representative and the individual and his/her representative shall attend such conference. The parties shall discuss the individual's response to the statement of charges and the possibility of resolution. Settlement discussions are confidential. If the parties agree to a settlement and discipline is included in that settlement, the Notice of Disciplinary Action shall be issued and no appeal may be filed.

- b. **Notice of Disciplinary Action.** If the Fire Chief determines to proceed with discipline, and after following section 5 (a) (1) – (4), the Chief must issue a Notice of Disciplinary Action. A Notice of Disciplinary Action must include:
1. the type of disciplinary action that will be taken;
  2. the date on which the disciplinary action will take effect;
  3. the specific reasons for the disciplinary action, including dates, times, places, and names of others involved, if known, as appropriate;
  4. whether the individual responded to the Statement of Charges, and whether the response, if any, influenced the decision on the disciplinary action;
  5. notice of the right to appeal the disciplinary action to the Merit System Protection Board; and
  6. the deadline for filing an MSPB appeal.

A copy of the notice of disciplinary action shall be forwarded to the LFRD President or designee.

d. **Access to Records:**

1. **upon issuance of a Statement of Charges, the County shall provide the volunteer with:**
  - A. **witness and/or complainant statements used in connection with any charge. These statements will be sanitized (address and phone number deleted.)**
  - B. **a copy of the investigation file, related to the volunteer's proposed discipline, including any and all transcripts; and,**
  - C. **any and all exculpatory information in the possession of the County.**

**All information shall be provided timely and free of charge.**

**Section Six. Immediate Removal of LFRD Volunteer.** Per Section 21-3(g) of the Montgomery County Code, the Fire Chief may immediately relieve a volunteer from duty and prohibit their presence at any MCFRS premises or activity. The Chief must not take any action involving a volunteer of a local department, except when the Chief finds that immediate action is required to protect the safety of the public or any employee or volunteer, unless the Chief finds that the local department has not satisfactorily resolved the problem in a timely and effective manner. Where the Fire Chief exercises such authority, the Fire Chief or his/her designee shall notify the LFRD President or designee in writing within 24 hours of taking such action and include a reason for the Chief's action.

**Section Seven. Resignation after Disciplinary Action is Initiated.** If an individual resigns after disciplinary action has been initiated, the Fire Chief may keep a record of the individual's separation and its circumstances and indicate on the individual's separation papers that:

- a. disciplinary action is pending, including the Fire Chief's determination of the appropriate disciplinary action, if any;
- b. the individual will be issued a notice of disciplinary action upon reinstatement to any position within MCFRS without right of appeal.

**Section Eight. Appeals of certain disciplinary actions.** Per Chapter 21-7 of the Montgomery County Code, a volunteer firefighter or rescuer aggrieved by an adverse final action of the Fire Chief involving the removal, demotion, or suspension of, or other disciplinary action applied specifically to, that individual may appeal the action within 30 days after the action unless another law or regulation requires that an appeal be filed sooner, to the Merit System Protection Board. An appeal must not stay the disputed action. Any aggrieved party may appeal the decision of the Board to any court with jurisdiction under the rules governing appeals from administrative agencies, and may appeal any adverse decision of that court to the Court of Special Appeals. Further, all provisions of Chapter 21-7 are hereby retained in full force and effect.

**Section Nine. Disciplinary Examinations**

- A. The member shall be **advised of their right for representation** at any examination conducted by a representative of the County in connection with an investigation or complaint if:
  1. The member reasonably believes that the examination may result in disciplinary action against the member; and
  2. The member requests representation.

- B. If a member requests to be represented at such an examination, the County will delay the examination for a reasonable period of time, to permit the member the opportunity to arrange representation.
- C. Prior to an examination, the County agrees to inform the volunteer's representative of the subject of the examination. The representative must also be allowed to speak privately with the volunteer before the examination. The volunteer's representative must be allowed to speak during the interview. However, the volunteer's representative does not have the right to bargain over the purpose of the interview. The volunteer's representative can, however, request that the County representative clarify a question so that the volunteer can understand what is being asked. When the questioning ends, the volunteer's representative can provide additional information to the County representative. Before providing such information, the volunteer's representative and the volunteer may briefly meet privately for purposes of discussion.
- D. The County is free to terminate any examination of a member in connection with an investigation at any time for any reason.
- E. The Association shall have no right to represent a member who is examined as a witness or third party in any investigation. However, if the member learns during the course of the witness/third-party investigation that he or she may be subject to discipline, he or she may request Association representation pursuant to Section 9.A. above.
- F. **The volunteer, and at the volunteer's discretion, their representative, shall be notified by the investigating official in writing of the alleged charges or conduct for which the employee is being investigated upon notification of the interview/examination being scheduled. An email communication is sufficient to meet the writing requirement under this section.**

**Section Ten. Time, Place and Manner of Interviews/Examinations Conducted by the Internal Affairs Section of a Member.** Any interview or examination conducted by the Internal Affairs Section pursuant to Section 9 of this Article may take place at the Internal Affairs Section office, the MCVFRA Office, or at any other place to which the parties mutually agree. The investigator must not go to any fire station or volunteer worksite in an attempt to locate the volunteer to interview without prior agreement by the volunteer.

#### **Section Eleven. MCFRS/ Internal Affairs Division Investigations**

- A. The LFRD may request the assistance of IAD through the Fire Chief in conducting an investigation. The IAD shall work with the LFRDs as requested.
  - 1. **IAD must maintain strict confidentiality of all investigations.**
  - 2. **IAD must share all appropriate information with the LFRD before they discipline their member.**
  - 3. **All investigations shall be completed in a timely manner where appropriate.**

### **Article 8**

#### **CONTRACT GRIEVANCE PROCEDURE**

**Section One.** A grievance is any complaint by the Association arising out of a misinterpretation, application, or violation of this agreement. However, Article 7, Disciplinary Action Procedures for Volunteers, is the exclusive procedure for any appeal of disciplinary action.

**Section Two.** Except as described in Section One above, this Article shall be the exclusive procedure for the hearing of any grievance and the exclusive remedy for any grievance. Relief that is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

#### **Section Three.**

- a. Step 1: Except in circumstances involving LOSAP, a written grievance must be presented by the Association within thirty (30) calendar days of the date the aggrieved knew or, with reasonable diligence, should have known of the event giving rise to the grievance. The Fire Chief, or his designee, and representatives of the Association shall discuss the grievance within twenty (20) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing to the grievance within twenty (20) calendar days of the meeting.
- b. Step 2: The Association may appeal the decision of the Fire Chief to the Chief Administrative Officer (CAO) by presenting a written notice to the Office of Human Resources (OHR) within twenty-one (21) calendar days of the Association's receipt of the Fire Chief's decision. Upon receipt of a written appeal from Step 2, OHR shall request



the services of a Federal Mediation and Conciliation Service mediator. Such mediation services are provided at no cost to the parties. Any mediated resolution shall be reduced to writing.

- c. Step 3: If the grievance is not resolved through mediation within sixty (60) days from the notice to OHR, the Association may invoke arbitration by presenting a written notice to OHR within sixty (60) calendar days of the conclusion of the mediation. The parties shall mutually agree upon a panel of at least three arbitrators. The cost of arbitration shall be shared equally by the parties. The arbitrator shall issue a decision within thirty (30) days from the date of the arbitration. The arbitrator must not add to, subtract from, or change the terms of this agreement. Further, except in circumstances involving LOSAP, the arbitrator must not award retroactive relief for more than one-hundred eighty (180) calendar days prior to the date a grievance was submitted at Step I. The parties agree that the arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction.

## **Article 9**

### **VOLUNTEER RECORDS**

**Section One. County Volunteer Records.** The Office of Human Resources must keep the County volunteer file for each volunteer. The County volunteer file must not contain any information about a volunteer's physical or psychological condition.

The documents in the County volunteer file are limited to:

- a. standard membership form;
- b. membership history, including personnel action forms;
- c. member identifying information and emergency contact information;
- d. other records related to LOSAP and other benefits;
- e. education records necessary to administer the contract, but not routine training records.

**Section Two. MCFRS Operating Record.**

- a. The Fire Chief or designee may maintain an operating record. The operating record must not contain any information about a volunteer's physical or psychological condition.
- b. The operating record may include records of a volunteer's training, including selection for training or apprenticeship, for the entire period of a volunteer's service for the County and must be kept for 6 months after the volunteer separates from MCFRS volunteer service.
- c. The documents in the MCFRS operating record are limited to:
  1. home address and phone number;
  2. current volunteer assignment, which may include the assignment description and location;
  3. emergency contact information; and
  4. training records;
- d. disciplinary actions as a result of discipline taken by the Fire Chief or disciplinary actions taken by a LFRD in the case of serious violations; and
- e. documents from health care providers that involve restriction or clearance for duty.

**Section Three. Medical Records.**

- a. The OHR Director must maintain the medical record of each volunteer.
- b. The OHR Director must limit the medical record of a volunteer to:
  1. County medical examination records;
  2. Records obtained or received from a health care provider;
  3. A medical waiver or release signed by the volunteer;
  4. A request by the LFRD Chief or designee or the Fire Chief or designee for an additional or special medical examination and the record of an action taken in response to the request;

5. Result of a medical test, examination, or procedure; and
6. Information provided by the volunteer or other person that relates to the health or health care of the volunteer.
- c. Medical records are confidential. OHR must maintain medical records in a secure location apart from other volunteer records.
- d. A volunteer's medical record is confidential and is available on a need-to know basis to:
  1. the CAO or designee;
  2. the OHR Director and designated staff;
  3. the County Attorney and designated staff;
  4. Workers' Compensation administrators (only if a claim is filed).

No medical information shall be released to anyone who is not listed in (D) above unless the volunteer has provided a signed authorization, unless otherwise authorized by law.

**Section Four. Access to Volunteer Records.** The County volunteer file and the MCFRS operating record are confidential and are available on a need-to-know basis to:

1. the LFRD Chief or designee or the Fire Chief or designee;
2. the CAO or designee;
3. the OHR Director and designated staff;
4. the County Attorney and designated staff.

**Section Five. File Access Log.** A log will be maintained in the County volunteer file, MCFRS operating record, and medical record, regardless of the medium or format in which these records are maintained. The logs kept must record the names of all persons who review this file, the purpose of review, and each date when the file is reviewed. However, the custodian of files or records, and all employees supervised by the custodian who perform authorized personnel administrative functions, are not required to make entries in a log when they access a volunteer file or record.

**Section Six. Examination and Review.** A volunteer, upon presenting identification, shall be permitted by appointment to examine and copy his/her complete County volunteer file, MCFRS operating, or medical record. The volunteer shall indicate in writing, to be placed in his/her file, that he/she has examined the same. The custodian of medical records may determine, consistent with State law, that certain medical information will only be released to the physician or attorney of the volunteer upon receipt of a signed release from the volunteer. Medical records will be maintained in accordance with Section Three of this Article. The County may retain and store records in various formats, including as electronically imaged documents. Confidentiality must be maintained and assured in all formats. Unless otherwise expressly set forth in Sections One through Six, no other documents or information may be placed or maintained in the County volunteer file, MCFRS operating record, or medical file.

**Section Seven. Internal Affairs Files.**

1. If an LFRD-only Internal Affairs investigation is conducted, all records generated from that investigation shall be kept, handled, and maintained according to that LFRD's policies and procedures. If a joint IAD/LFRD investigation is conducted, all records generated from that investigation shall be kept by each entity according to their policies and procedures.
2. Access to the IAD files shall be limited to:
  - a) The volunteer, but only to the extent allowed by item 3 below
  - b) Fire Chief, LFRD Department head or designees
  - c) County Attorney or designee (need to know basis; i.e., when the volunteer is involved in litigation)
3. The Department will provide the volunteer and their representative any written statements (e.g., citizen complaints, department observations, etc.) in the possession of the MCFRS and used in connection with an adverse action taken against a bargaining unit member. These statements will be sanitized (i.e., address, phone number deleted) to protect privacy rights in accordance with the law.

4. In cases involving complaints where the charges were deemed unsustainable or unfounded by IAD, the files shall be expunged at the latter of three (3) years after the date the findings were made or any applicable statute of limitations or at the conclusion of any pending litigation.
  - a. Files involving complaints where a charge was sustained shall be eligible for expungement at the latter of five (5) years or any applicable statute of limitations or at the conclusion of any pending litigation. When documents are expunged from a volunteer's file, in accordance with the criteria above, a notice shall be sent to the volunteer's last known address.
  - b. The expungement method shall be the shredding of the physical file. In cases where more than one bargaining unit member is involved and one or more bargaining unit members is not entitled to expungement, the name of the bargaining unit member who is eligible for expungement will be redacted from those documents that refer to multiple bargaining unit members. Those documents that refer only to the bargaining unit member who is eligible for expungement shall be destroyed.
  - c. The expungement of information from the electronic database shall consist of the electronic obliteration of the bargaining unit member's name, identification number and LFRD affiliation.

## **Article 10**

### **EXPENSES**

**Section One.** In the event MCFRS requires an active volunteer as defined in Section 21-21(a) of the Montgomery County Code to undergo follow-up testing (based on a condition discovered as a result of the annual physical provided by Fire Rescue Occupational Medical Section, FROMS) prior to making a determination as to whether said volunteer is medically able to be placed on the IECS, the County shall assume the cost of such follow-up testing in situations where the volunteer has no health insurance which would cover the follow-up testing. The volunteer must attest to the fact that they either have no insurance or that their insurance will not cover such costs and provide all such documentation as is necessary to establish the lack of insurance coverage. Reimbursement for any such tests shall not exceed \$5,000.00 over the course of the agreement. The volunteer must utilize the services of the provider recommended by FROMS, if any.

**Section Two.** In the event of an active volunteer's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments: Immediate payment of \$15,000 toward funeral expenses. The County will pay an additional amount, not to exceed \$15,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland.

Such payment shall be in addition to any benefit or other payment received under LOSAP, if any.

**Section Three.** Effective July 1, 2008, establish a lump sum payment in the amount of \$50,000 to be paid in the event of a line of duty death.

## **Article 11**

### **UNIFORMS AND EQUIPMENT**

#### **Section One. Personal Property Replacement**

The County shall reimburse volunteers for the replacement of personal items that are lost, damaged or stolen while in the performance of their duties, provided the item(s) is moderately priced, it was reasonable to use the item(s) on duty and the loss, damage or theft was not as a result of negligence. Volunteers are required to immediately report the loss of, or damage to their personal property to the immediate supervisor, and follow the County's procedure for completing any necessary paperwork.

## **Article 12**

### **NOMINAL FEE**

An active volunteer as defined in Section 21-21 (a) of the Montgomery County Code shall receive either:

- (1) a nominal fee of: **three hundred (\$300.00) dollars on July 1, 2014, three hundred fifty (\$350.00) dollars on July 1, 2015, and four hundred twenty-five (\$425.00) dollars on July 1, 2016.**

OR

- (2) a nominal fee of: **five hundred (\$500.00) dollars July 1, 2014, six hundred (\$600.00) dollars on July 1, 2015, and six hundred twenty five (\$625.00) dollars on July 1, 2016;** if the active volunteer:
- (a) is on the Integrated Emergency Command Structure (IECS) certified list; and
  - (b) received the maximum allowable Length of Service Awards Program (LOSAP) points for department or station responses as specified in Section 21-21(k)(6) of the Montgomery County Code in the previous calendar year; and
  - (c) received the maximum allowable LOSAP points for sleep-in or stand-by as specified in Section 21-21(k) (3) of the Montgomery County Code in the previous calendar year.

In addition, the appropriate LFRD President must certify in writing that the volunteer has met the requirements set forth in section one, subsections (a) through (c) of this article.

However, the active volunteers who meet the criteria listed above shall only receive such nominal fee if the active volunteer's LFRD provides service in accordance with Standby program approved by MCVFRA and the County as outlined in Article 19 of this agreement.

Both parties recognize that active volunteers perform hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Although a volunteer can receive no compensation, a volunteer can be paid expenses, reasonable benefits, or a nominal fee to perform such service. Both parties further recognize that nothing in this agreement is intended to provide compensation or in any other way jeopardize the status of the active volunteers. Both parties agree that if a court of competent jurisdiction or the Department of Labor determines the expenses, reasonable benefits, and/or nominal fee provided in this agreement alters in any way the status of any active volunteer, the provision(s) or article(s) in question will become null and void. The parties agree that in such cases, the parties will reopen the Agreement for direct negotiation.

### **Article 13**

#### **SAVINGS CLAUSE**

If any term or provision of this agreement is, at any time during the life of this agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement.

### **Article 14**

#### **DURATION OF AGREEMENT**

The term of the agreement will be three (3) years from July 1, **2014** through June 30, **2017**.

### **Article 15**

#### **DRUG AND ALCOHOL TESTING**

**Section One.** The Association and County recognize the importance of insuring the public's safety and maintaining a fire and rescue service free from alcohol abuse and drug abuse by its dedicated public servants. The Association members will continue to follow the Drug Testing Policy and Procedures agreed upon in the collectively bargained agreement effective for the years July 1, 2008 through June 30, 2011 with the following amendments:

**Amendment One:** The random drug testing portion of the program will not commence for the volunteer personnel the policy until June 30, 2012.

**Amendment Two:** Under Background, the percentage of IECS certified LFRD personnel to be tested in a year will be changed from 25% to 20% per year.

## Article 16

### TRAINING

**Section One.** The PSTA shall grant equivalencies for all National Professional Qualification Board (Pro-Board), International Fire Service Accreditation Congress, and Maryland Fire Rescue Institute (MFRI) training certifications. The PSTA issue a course recognition and equivalency within 14 days of a volunteer request.

**Section Two.** The PSTA shall endeavor to provide training opportunities that meet the needs of the volunteer service. The PSTA shall consider the Association's recommendations with respect to the types of training course to be offered.

**Section Three.** The PSTA shall offer training courses offsite whenever feasible. The PSTA shall consider the Association's recommendations concerning times and locations and in an effort to meet the needs of the volunteer service.

**Section Four.** Where feasible, the PSTA shall develop on-line courses for PSTA courses that can be taught through distance learning by December 1, 2009. The MCVFRA shall be consulted with regard to the courses' design and implementation.

**Section Five.** Volunteers will only be removed from the IECS in a manner consistent with Chapter 21-8 of the Montgomery County Code.

**Section Six.** If an LFRD volunteer transfers from one LFRD to another LFRD the County shall maintain that volunteer on the IECS continuously and use all certifications that were previously submitted as the required documentation. The LFRD or volunteer shall not be required to resubmit paperwork and/or certifications for simply transferring to another LFRD.

**Section Seven.** The County will issue a County ID card and PASS tag when a new volunteer joins an LFRD upon completion of their background check and acceptance into an LFRD in a timely manner.

**Section Eight.** The County agrees to provide funding, up to a maximum of \$5,000 per each year of this agreement, to pay certification fees charged by the Maryland Fire Service Professional Qualifications Board. Individual volunteers must demonstrate that they meet the requirements for certification before certification fees will be paid by the County. The County will pay certification fees on a first come, first served basis to eligible volunteers until the \$5,000 allocation is depleted.

**Section Nine.**

- a. The County will offer training opportunities that focus on volunteers in order to improve performance, build cohesiveness in the volunteer ranks and advance volunteer promotion in rank.
- b. The training offered may include:
  1. Live firefighting, pulling lines, and throwing of ladders;
  2. Handling mass casualty incidents;
  3. Driver training;
  4. Engine Company operations, Truck Company operations, Rescue Squad operations, and EMS; and
  5. Command officer training to include use of the command competencies lab.
- c. Each training session must meet minimum student participation levels as agreed upon by the Fire Chief, or designee, and the MCVFRA. The training specified herein is in addition to normally scheduled and funded courses and is specific to volunteer needs and hours. This training will be coordinated by the MCVFRA and Fire Chief, or designee. All efforts will be made to use qualified volunteer instructors.
- d. Total expenditures will be limited to a maximum of \$10,000 per year of this agreement to fund the training opportunities required by this section.

## Article 17

### FIRE RESCUE OCCUPATIONAL MEDICAL SECTION (FROMS)

**Section One.** FROMS shall complete all physicals in a timely manner and make available the status of medical clearance for all volunteers, including volunteer applicants, to MCVFRA.

## Article 18

### **RE-OPENER TO CONSIDER LOSAP ENHANCEMENTS of the CURRENT LOSAP LAW (MCVFRA) AND LOSAP II DEFINED CONTRIBUTION SYSTEM (COUNTY)**

**Section One.** The parties agree to begin bargaining March 1, 2009. If no agreement is reached by May 1, 2009, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

## Article 19

### **STANDBY DUTY REQUIREMENTS**

**Section 1. Purpose:** Provide minimum staffing at all MCFRS fire and rescue stations on a continuous basis, and to ensure that a system is in place at the local fire and rescue department level to schedule volunteer personnel for volunteer staffing periods.

#### **Section 2. Definitions.**

- a. **Career Employee.** A fire/rescue Merit System employee of Montgomery County, or an employee of a local fire and rescue department, who provides firefighting, rescue, or emergency medical service.
- b. **Controlled Units.** Units that are considered staffed and ready for dispatch by ECC.
- c. **LFRD.** A Local Fire and Rescue Department authorized by Section 21-5 of the County Code to provide fire and rescue services.
- d. **LFRD Standby Duty Policy.** MCFRS approved LFRD Policy that directs the process by which the LFRD uses personnel and resources to reach continuous minimum staffing.
- e. **MCVFRA.** Abbreviation for the Montgomery County Volunteer Fire and Rescue Association. The MCVFRA is the official representative of the LFRDs as described in Chapter 21-6 of the County Code.
- f. **Minimum Staffing.** As defined in Montgomery County Fire and Rescue Commission Regulation 14-90AM effective date 2/11/93.
- g. **PIMS.** Personnel Information Management System.
- h. **Volunteer Staffing Periods.** Volunteer staffing periods are typically Monday through Friday 1700 hours until 0700 hours and on Saturday and Sunday 0700 hours to 0700 hours. However, volunteer staffing periods are any time periods when volunteer staffing is required to maintain minimum staffing levels on controlled units where career minimum staffing is not assigned. The staffing periods above do not preclude volunteers from participating at any other time. It is recognized that volunteers, because of work commitments, may not be able to serve the entire volunteer staffing period.
- i. **Volunteer Personnel.** Members of the LFRDs that serve the MCFRS without hourly compensation for services rendered.

**Section 3.** The intent of this Article is to ensure continuous minimum staffing utilizing volunteer staffing during volunteer staffing periods in fire and rescue stations in Montgomery County. Existing LFRD Duty/Standby Programs that meet the criteria of this Article will be approved.

Each LFRD Standby Duty policy must contain the following criteria:

- a) a written requirement to ensure qualified volunteer staffing for the volunteer staffing periods. For the purpose of this Article, this means utilizing volunteer staffing to maintain minimum staffing levels for controlled units at each LFRD fire or rescue station. The number of personnel required will vary from station to station;
- b) an enforcement mechanism for the LFRD leadership to hold volunteer personnel accountable for participation, including discipline steps for noncompliance;
- c) daily performance reporting that contains volunteer staffing information by unit, personnel serving, rank and time served; and

- d) a requirement that the LFRD Chief is responsible to ensure that:
- volunteer personnel are assigned to riding positions and other station activities during the volunteer staffing periods;
  - volunteer personnel are managed and mentored while on duty;
  - there is adequate volunteer operational staffing during volunteer staffing periods; and
  - the actual performance of the LFRD in the Personnel Information Management System (PIMS) is reported by no later than 1700 hours on the following day.

Exceptions to the 1700 hour deadline will be handled on a case-by-case basis and may be approved by the DVS Division Chief or designee in conjunction with the LFRD Chief or designee. If a volunteer is not properly recorded in PIMS, the LFRD Chief or designee may submit a correction to the DVS Division Chief.

**Section 4. Procedure.** Each LFRD must submit a copy of their LFRD Standby Duty policy to the DVS Division Chief and the President of the MCVFRA for approval. Only policies approved by the DVS Division Chief and the President of the MCVFRA will be considered compliant with this Article. As indicated, an LFRD that currently utilizes a Standby Duty policy that meets the criteria set forth in this Article will receive approval for their existing policy. The deadline date for submission of LFRD Standby Duty policies to the DVS Division Chief and President of the MCVFRA is the close of business on October 31, 2008. Once approved by MCFRS and the MCVFRA, it is the responsibility of each LFRD to enforce their Standby Duty policy.

**Section 5. Enforcement.** LFRD volunteers will become ineligible for the Nominal Fee set forth in Article 12 if the active volunteer's LFRD does not adopt a Standby Duty policy in accordance with this Article and provide service in accordance with the approved policy. Failure to provide service means failure of the LFRD to ensure staffing per the approved LFRD Standby Policy on controlled units such that any controlled unit in the affected LFRD has a failure to respond rate of greater than two (2) percent for any calendar year, or violation of the approved LFRD Standby Duty policy after timely notice of such violation is provided by the Fire Chief or designee, in writing to the LFRD Chief or designee, with adequate specificity and a reasonable opportunity to correct the violation is afforded to the LFRD.

Failure to submit the required documentation will result in the loss of LOSAP credit for the period of time in question.

## **Article 20**

### **NOTICE AND OPPORTUNITY**

#### **Section One. Policy Formulation**

When the MCFRS or the Fire Chief is contemplating the development of a new MCFRS policy or a change to a current MCFRS policy, the Fire Chief or designee will provide reasonable advanced notice, and if requested, will meet with MCVFRA to provide an opportunity for the MCVFRA to provide input and advice.

In order to afford an opportunity for MCVFRA to participate in policy development, MCVFRA may, at any time, develop or draft policies, regulations, or procedures to present to the Fire Chief for consideration. The Fire Chief or designee will meet with representatives from the MCVFRA on a regular basis in order to receive recommendations from the MCVFRA on policy formulation and review.

#### **Section Two. Notice and Opportunity to Submit Comments**

- A. Prior to the implementation of any new or revised Directive, Safety Bulletin, Policy, Procedure, or Instruction(1) relating to or affecting LFRD volunteers, the County shall provide the MCVFRA with written electronic notice and an opportunity to submit comments.
- B. Such written electronic notice shall be addressed to the President and the Executive Director of the MCVFRA. Such written electronic notice shall include an explanation and/or description of the new or revised Directive, Safety Bulletin, and Policy, Procedure or Instruction and the date on which the County intends to implement it. A paper copy of the Directive, Safety Bulletin, Policy, Procedure or Instruction shall also be sent to the Executive Director.
- C. The MCVFRA shall have thirty (30) calendar days from the date upon which the President and Executive Director of Association is sent written electronic notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction. During the thirty (30)-day period, the MCVFRA may request to meet and confer with the Fire Chief or other officials regarding the new or revised

Directive, Safety Bulletin, Policy, Procedure or Instruction. The County will make all reasonable efforts to accommodate the MCVFRA's request to meet and confer. If the MCVFRA submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period. The Fire Chief, at his discretion, may accept the recommendations and revise the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction, continue to meet, extend the timeframe for review and comment beyond the 30 days, develop other means to come to an agreement or proceed with his draft of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction.

- D. If an MCVFRA member is disciplined by the Fire Chief due to a serious offense and such discipline is related to the implementation of any new or revised Directive, the County shall have the burden to demonstrate that the MCVFRA was provided notice and opportunity to submit written comments on such Directive, Safety Bulletin, Policy, Procedure or Instruction.

The parties understand and agree that the term "Instruction" refers to:

- a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or,
- b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

## **Article 21**

### **COMMUNICATIONS**

Electronic Correspondence: The County agrees to create a #FRS.Volunteer Bargaining Unit email group for official MCVFRA correspondence sent to bargaining unit members. The County agrees to provide the MCVFRA President, or designee, access to the distribution group. Access to send correspondence to this group will be limited to authorized officers of the MCVFRA as defined by the MCVFRA.

## **Article 22**

### **VOLUNTEER BASIC ORIENTATION COURSE**

**Section One.** The County agrees to fund the Volunteer Basic Orientation Course **\$9,000 on July 1 each year of the agreement. Additional funding not to exceed \$9,000 would be available for reimbursement, for a total available funding of \$18,000 each year.** The funding requests will be submitted to the fire chief **and/or designee** for reimbursement each quarter **with appropriate cost documentation.**

## **Article 23**

### **WELLNESS PROGRAM**

**Section One.** Effective 1/1/2014, the County's Wellness Program has 55 hours annually for wellness-specific product delivery through its Employee Assistance Program (EAP) contractor, such as one-hour lunch and learn seminars and webinars. Wellness topics include, but are not limited to: healthy living; smoking cessation; the impact of shift work; sleep as an essential component of health and wellbeing; healthy lifestyles; and understanding depression. MCVFRA are currently covered members under the County's EAP.

The County's Wellness Program has developed a specific plan for fire rescue personnel titled "Fire Rescue Functional Fitness," which addresses both cardiovascular and functional fitness. Fire Rescue Functional Fitness will be conducted onsite at the fire stations and will be available to MCVFRA utilizing volunteer friendly hours to the extent possible.

## **Article 24**

### **IMPASSE/FACT-FINDING**



**Section One.** During the course of negotiating, either party may declare an impasse and request the services of the impasse neutral, or the parties may jointly request those services before declaring an impasse. Except where specified otherwise in Section 21-6, the timetable and process for impasses resolution, including Council review, must follow the timetable and process in Section 33-153.

#### **Article 25**

##### **LOSAP**

**Section One.** The parties agree to begin bargaining on or before June 1, 2015 on length of service modifications. If no agreement is reached by July 31, 2015, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of June 2014.

MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

By: \_\_\_\_\_  
Marcine D. Goodloe  
President

By: \_\_\_\_\_  
Eric Bernard  
Executive Director

MONTGOMERY COUNTY,  
MARYLAND

By: \_\_\_\_\_  
Isiah Leggett  
County Executive

By: \_\_\_\_\_  
Steve Lohr  
Fire Chief

Side Letter

ASSOCIATION FUNDING AND VEHICLE

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County agrees to transfer \$235,000 to the MCVFRA on July 1, **2014. On July 1, 2015 and July 1, 2016, the County agrees to increase the funding to the MCVFRA by 1.5% each year.** The MCVFRA agrees to utilize the funds in the payment of expenses related to the Association's fulfillment of its functions as the LFRD authorized representative. The Associations agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

**Additionally, funding for a new Association vehicle will not be paid during the length of this contract.**

Sincerely,

**Steve Lohr**  
Fire Chief  
MCFRS

**Side Letter**  
**Policy No. 25-04**

January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

I hereby agree to enforce the notice provisions of the Non-Emergency reassignment of apparatus policy and procedure, Policy No. 25-04 effective November 14, 2000.

Sincerely,

Thomas W. Carr, Jr.  
Fire Chief  
MCFRS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY VOLUNTEER FIRE RESCUE ASSOCIATION**

This memorandum of understanding between the Montgomery County Government and the Montgomery County Volunteer Fire Rescue Association (the parties) is intended to memorialize the settlement reached during direct negotiations in January 2008. The parties agree to the following:

- MCFRS and MCVFRA agree to work collaboratively in order to effectively develop an implement the activity tracker referenced in Article 19 of the agreement effective July 1, 2008. In order to accomplish this collaboration, MCFRS will establish a committee in order to solicit input into the development of the activity tracker no later than January 31, 2008. MCVFRA shall select the two individuals designated to represent the association on such committee.

MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

MONTGOMERY COUNTY,  
MARYLAND

By: \_\_\_\_\_  
Marcine D. Goodloe  
President

By: \_\_\_\_\_  
Thomas W. Carr, Jr.  
Fire Chief

\_\_\_\_\_  
County Attorney for form and  
legality

Date \_\_\_\_\_

Side Letter

January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County will submit legislation to accomplish the following:

Amend Chapter 21, Section 21-21 of the Montgomery County Code to allow a LOSAP participant to elect a designated beneficiary as it relates to the one-time lump sum death benefit payment.

Sincerely,

Sarah A. Miller  
Labor Relations Manager  
Montgomery County Government

Side Letter

NOTIFICATION OF INVESTIGATIONS

To: President MCVFRA

FROM: Chief Lohr

I will continue my practice of notifying the MCVFRA president of relevant incidents and investigations that involve any LFRD, and where appropriate for as long as I am the MCFRS Fire Chief.

Side Letter

IMPLEMENTATION OF PROVISIONS COLLECTIVELY BARGAINED  
WITH OTHER BARGAINING UNITS

To: President MCVFRA

FROM: Chief Lohr

The County will notify and seek input from the affected LFRDs prior to implementation of provisions collectively bargained with other bargaining units regarding the installation of appliances.



Side Letter

**VOLUNTEER UNIFORM AND PPE ADVISORY COMMITTEE**

**To: President MCVFRA**

**FROM: Chief Lohr**

In order to continue to review the safety of the uniform and PPE worn by volunteers, and to develop facts and information to aid in the revision of policies pertaining to all components of volunteer uniforms and PPE worn by volunteers, the parties agree to create and maintain an advisory committee. The Volunteer Uniform and PPE Advisory Committee shall meet as necessary.

The Volunteer Uniform and PPE Advisory Committee shall consist of no more than two (2) representatives appointed by the President of the MCVFRA and no more than two (2) members appointed by the Fire Chief.

The Volunteer Uniform and PPE Advisory Committee will be given access to proposed specifications for uniforms and PPE worn by volunteers. In addition, the Volunteer Uniform and PPE Advisory Committee may make recommendations regarding policy revisions and new products. Field testing of new uniform or PPE components may be authorized by the MCFRS Safety office. Any committee recommendations shall be submitted to the Fire Chief and the President of the MCVFRA.